

~~SECRET~~

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11/11/68
Analysis

NEGOTIATED TASK ORDER

25X1

REGISTERED

25X1

25X1

UN 1968

Gentlemen:

This Negotiated Task Order is entered into by and between the parties hereto, pursuant to statutory authority, as of 1 March 1968.

It is agreed that the Contractor shall provide the necessary material and services to perform the scope of work as set forth in the attached Schedule and shall comply with such other provisions thereof, as may be applicable.

The rights and obligations of the parties hereto shall be subject to and governed by this Task Order and the provisions of subject Basic Contract which are incorporated herein by reference and made a part hereof. To the extent of any inconsistency between said Basic Contract and this Task Order, the latter shall control. (Sections A & E apply)

The estimated cost of performing this Task Order exclusive of the Award fee, is

25X1

25X1

Costs in excess of this amount shall not be incurred without the prior written authorization of the Contracting Officer.

The Award fee for the performance of this Task Order shall be

25X1

25X1

The work to be performed under this Task Order shall be completed on or before 28 February 1969.

It is requested that you execute all copies of this document. Please retain one copy for your records and return the original and one copy to the undersigned within ten (10) days from the date of your receipt thereof.

EXECUTED:

Very truly yours

THE UNITED STATES OF AMERICA

25X1

By _____

TITLE _____

Contracting Officer

25X1

Defense Order rating DO- C9
Certified under DMS Regulation No. 1
Certification of the assigned DO rating
on this contract shall be as follows:
U.S. Government Classified Contract No.
4147-32 (8637) 68 R

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the espionage laws, Title 18, USC, Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

~~SECRET~~

GROUP 1
Excluded from automatic
downgrading and
declassification

W
11/11/68
Analysis

S E C R E T

(SCHEDULE)	CONTRACT/TASK ORDER NO.	PAGE 1 OF 4 PAGES
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SCOPE OF WORK:

The Contractor will continue the work required for the Image Analysis Program in accordance with the Contractor's Proposal No. TO-B 21-88, dated 21 December 1967, which is incorporated herein by reference and made a part of this task order.

PERIOD OF PERFORMANCE:

The period of performance under this task order shall be 1 March 1968 to 28 February 1969.

DELIVERABLE ITEMS:

1. Monthly informal letter-type Management, Cost, Progress and Status Reports including program cumulative expenditure and commitment report to be submitted by the fifteenth of the month following the month being reported.
Five (5) copies
2. Quarterly Technical Reports
Eight (8) copies
3. Interim Report including schedules and cost estimates for either a nine month or a twelve month follow-on effort as required by the Technical Representative of the Contracting Officer. This report to be submitted at the end of the ninth month of the task order.
Eight (8) copies
4. Draft of the Final Technical Report
Eight (8) copies
5. Final Technical Report
Eight (8) copies

The Contractor shall summarize and integrate the individual sub-contractors reports into the required reports under this task order but the individual reports from the sub-contractors shall be included as an appendix to the Contractor's reports.

DELIVERY:

1. Two (2) copies of all reports required under this task order shall be forwarded directly to the Contracting Officer.

NAME OF CONTRACTOR

25X1

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S E C R E T

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING
AND DECLASSIFICATION

FORM 1412a
3-58

(12-41)

S E C R E T

(SCHEDULE)	<table border="1"> <tr> <td data-bbox="641 193 966 220">CONTRACT/TASK ORDER NO.</td> <td data-bbox="966 193 1218 220">PAGE 2 OF 4 PAGES</td> </tr> <tr> <td data-bbox="641 220 966 268"></td> <td data-bbox="966 220 1218 268">25X1</td> </tr> </table>	CONTRACT/TASK ORDER NO.	PAGE 2 OF 4 PAGES		25X1
CONTRACT/TASK ORDER NO.	PAGE 2 OF 4 PAGES				
	25X1				
<p>2. The remaining copies of all reports required under this task order shall be forwarded to the Technical Representative of the Contracting Officer at the following address:</p> <div data-bbox="272 430 609 546" style="border: 1px solid black; height: 55px; width: 207px; margin: 10px 0;"></div> <p>3. In the event any item under this task order is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from said representative and one copy attached to any invoice submitted for reimbursement for such item(s). Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.</p> <p><u>CHANGE OF SCOPE:</u></p> <p>Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.</p> <p><u>PANEL DISCUSSION:</u></p> <p>The Contractor agrees to participate in panel discussion with other Contractors having major programs with the Sponsor for the purpose of assessment evaluating and briefing within the framework of these programs. The Technical Representative of the Contracting Officer shall convene a panel for this purpose and may chair or designate the Contractors representative who will serve in the capacity of Chairman and Executive Secretary. Reports resulting from the panel's findings, conclusions and/or recommendations shall be so classified as to afford protection of ideas, equipment, techniques, etc.</p> <p><u>PERFORMANCE OF WORK AS ASSOCIATE CONTRACTOR:</u></p> <p>The Contractor does hereby agree that, in the interest of avoidance of duplication of effort, portions of the work required under this task order shall be performed in association with other Contractors who may be performing related tasks, as may be determined by the Technical Representative of the Contracting Officer. Work to be performed as an Associate Contractor shall be in accordance with the direction, in writing, of the said Technical Representative.</p>					
<table border="1"> <tr> <td data-bbox="73 1564 519 1619">NAME OF CONTRACTOR</td> <td data-bbox="519 1564 1218 1619">25X1</td> </tr> </table>		NAME OF CONTRACTOR	25X1		
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GROUP 1
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AND DECLASSIFICATION

S E C R E T

(SCHEDULE)	CONTRACT/TASK ORDER NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	PAGE 3 OF 4 PAGES 25X1																		
<p><u>GOVERNMENT FURNISHED EQUIPMENT:</u></p> <p>All residual equipment under Task Order No. 22(8660)67 R of this contract is hereby transferred to this task order for continued use by the Contractor on this program.</p> <p><u>COMPENSATION:</u></p> <p><u>Task Order Cost:</u></p> <p>The estimated cost for this task order shall be <div style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></div> 25X1</p> <p><div style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></div> 25X1</p> <p><u>Task Order Fee:</u></p> <p>The fee for performance of this task order shall be <div style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></div> 25X1</p> <p><div style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></div> 25X1</p> <p>The amount of the fee as set forth in this task order is included solely for funding purposes. The final fee shall be calculated on the estimated cost as set forth above and shall be based upon a determination, to be made by the Contracting Officer, within thirty (30) days following satisfactory completion of the work. The final fee shall be awarded within the following schedule:</p> <table style="margin-left: 40px; border: none;"> <tr><td>Outstanding -----</td><td>11%</td></tr> <tr><td>Excellent -----</td><td>10%</td></tr> <tr><td>Good -----</td><td>9.5%</td></tr> <tr><td>Above Average -----</td><td>8%</td></tr> <tr><td>Average -----</td><td>7%</td></tr> <tr><td>Base/Minimum -----</td><td>5%</td></tr> </table> <p>The evaluation criteria shall consist of the following factors as applied to the range of the fee effectiveness:</p> <table style="margin-left: 40px; border: none;"> <tr><td>Performance -----</td><td>75%</td></tr> <tr><td>Management -----</td><td>15%</td></tr> <tr><td>Cost Control -----</td><td>10%</td></tr> </table> <p><u>SUB-CONTRACTS:</u></p> <p>The following sub-contractors are approved for use under this task order:</p> <div style="border: 1px solid black; width: 150px; height: 40px; margin-left: 40px; margin-top: 10px;"></div> <div style="text-align: right; margin-right: 20px;">25X1</div>			Outstanding -----	11%	Excellent -----	10%	Good -----	9.5%	Above Average -----	8%	Average -----	7%	Base/Minimum -----	5%	Performance -----	75%	Management -----	15%	Cost Control -----	10%
Outstanding -----	11%																			
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S E C R E T



S E C R E T

(SCHEDULE)	CONTRACT/TASK ORDER NO.	PAGE 4 OF 4 PAGES
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<p><u>OVERHEAD RATES:</u></p> <p>Notwithstanding the provisions of the clause entitled "Negotiated Overhead Rates", it is mutually agreed that during the performance of this task order the maximum allowable overhead rate shall 150% of direct labor dollars.</p> <p><u>SECURITY:</u></p> <p>The work to be performed under this task order and the reports to be delivered hereunder are classified SECRET. All classified work shall be performed only by persons holding appropriate security clearances from the sponsor. Classified work may be done only in Restricted Areas or Secure Areas which have been inspected by the Security Representative of the Contracting Officer.</p> <p>The association of the sponsor with the work being produced under this task order is classified SECRET. This classified information and any other classified information which may be specified above, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by the sponsor to have access to classified information. Correspondence originated by you which contains the name and address of the Contracting Officer shall be stamped with the classification of SECRET, unless such correspondence contains data of a higher classification in which case it shall bear the same classification as such data.</p> <p>In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects, i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period. This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the task order, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.</p>		
NAME OF CONTRACTOR		25X1

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S E C R E T

GROUP 1
EXCLUDED FROM AUTOMATIC DOWNGRADING
AND DECLASSIFICATION

[illegible]

REQUEST TO PROCUREMENT DIVISION FOR SERVICES (other than property or building maintenance and repairs)			
<i>INSTRUCTIONS: (1) As appropriate, refer to Contract, Task Order, Proposal Numbers and attach any proposals, specifications or justifications. Obtain hereon or attach evidence of R & D approval as required by DDCI Memo of 23 December 1963, ER 63-8811. (2) Obtain Technical Officer approval or concurrence as appropriate. (3) Include in the narrative portion amplification of particular security requirements and any delivery or consignee instructions.</i>			
REQUEST NO. 55-8637-68	DATE OF REQUEST 16 April 1968	PROCUREMENT DIV. ASSIGNMENT <i>NPIC/PO</i>	DATE RECD IN PD. <i>4/18/68</i>
TYPE OF SERVICE REQUESTED		REQUESTING OFFICE NPIC	25X1
<input checked="" type="checkbox"/> RESEARCH/DEV. (1) (2) (3)	OTHER-SPECIFY (2) (3)	CONTACT OFFICER	TELEPHONE
GRANT (1) (2) (3)			25X1
REPAIR (3)			
MAINTENANCE (3)			
MODIFICATION (1) (2) (3)			
STERILITY CODE		I CERTIFY THAT FUNDS, ESTIMATED AMOUNT OF ARE AVAILABLE. CHARGE TO FAN 8155-410	
2 APPLIES		DATE 17 APR 1968 25X1	
REPAIR OR MAINTENANCE SERVICE HAS BEEN SATISFACTORILY COMPLETED		SIGNATURE	DATE
MATERIAL LOCATED OR SERVICES TO BE PERFORMED AT			
NARRATIVE DESCRIPTION OF SERVICES REQUESTED			
Image Analysis Study; Research into concepts of Image Analysis.			
25X1			
R&D Approved by Ex. Dir-Comp. - 11 April 1968			
Date to CRB <i>4/18</i>			
Date Approved CRB <i>4/19</i>			
Date Returned to PD <i>4/19</i>			
17 APR 1968			
CODED FIRST INFO			
Task Order No. 25X1			

[illegible]

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<input checked="" type="checkbox"/> RESEARCH/DEV. (1) (2) (3)	OTHER-SPECIFY (2) (3)	CONTACT OFFICER	
<input type="checkbox"/> GRANT (1) (2) (3)			
<input type="checkbox"/> REPAIR (3)			
<input type="checkbox"/> MAINTENANCE (3)			
<input type="checkbox"/> MODIFICATION (1) (2) (3)		I CERTIFY THAT FUNDS, ESTIMATED AMOUNT OF ARE AVAILABLE. CHARGE TO FAN 8155-4104	
STERILITY CODE	APPLIES	DATE 17 APR 1968 25X1	
REPAIR OR MAINTENANCE SERVICE HAS BEEN SATISFACTORILY COMPLETED	SIGNATURE		DATE

MATERIAL LOCATED OR SERVICES TO BE PERFORMED AT

NARRATIVE DESCRIPTION OF SERVICES REQUESTED

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25X1

R&D Approved by Ex. Dir-Comp. - 11 April 1968

Date to CRB *4/18*
Date Approved CRB *4/19*
Date Returned to PD *4/19*

17 APR 1968

CODED FIRST INITIAL

Task Order No.

25X1